

EXHIBIT 1

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December 1, 2022

Sent Via Electronic Mail to:

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Re: GEM Yield Bahamas Limited v. Mullen Technologies, Inc., et al.
American Arbitration Association Case No. 01-21-0016-7001

Arbitrator Morril,

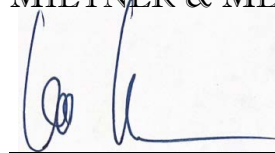
Be advised that Claimants and Respondents have met and conferred about the upcoming Arbitration proceedings, and have mutually elected to follow an alternative procedure, namely to handle the proceedings via the filing of written submissions in lieu of live testimony at a final hearing. Please see the executed Stipulation attached hereto.

Based on the foregoing, we would respectfully request that a revised Procedural Order be prepared in line with the attached Stipulation, and AAA cancel the reserved conference room and breakout rooms at their midtown facilities. Please confirm receipt and approval of the revised process at your earliest convenience.

Thanks in advance,

MILTNER & MENCK, APC

By:



William L. Miltner, Esq.

AMERICAN ARBITRATION ASSOCIATION

GEM YIELD BAHAMAS LIMITED and GEM
GLOBAL YIELD LLC SCS,

Claimants,

- against -

MULLEN TECHNOLOGIES, INC. and MULLEN
AUTOMOTIVE, INC.,

Respondents.

Case No. 01-21-0016-7001

STIPULATION

It is hereby agreed by and between the parties that in lieu of the final hearing in this arbitration currently scheduled to commence on December 12, 2022:

1. The parties have agreed to file written submissions (the “Submissions”) in lieu of live testimony at a final hearing;
2. The Submissions shall consist solely of written briefs, witness statements (including copies of expert reports and rebuttal reports), excerpts of deposition transcripts and documentary exhibits;
3. The Submissions are limited only to issues of liability. The Submissions will not include any briefing on issues of (i) attorneys’ fees and indemnification and (ii) the measure of damages. (the “Reserved Issues”);
4. The opening Submissions from both parties are due on January 9, 2023. Opening briefs shall be no longer than 12,500 words, excluding captions, table of contents, table of authorities and signature blocks;
5. Any responsive briefs are due no later than January 23, 2023;

6. Responsive briefs shall be no longer than 6,250 words, excluding captions, table of contents, table of authorities, and signature blocks. Responsive briefs may include additional witness statements, excerpts of deposition transcripts and documentary exhibits provided that such material is fairly responsive to arguments and evidence raised in the opposing parties' opening brief;

7. No reply briefs shall be permitted;

8. Each side may be entitled to up to one half-day of closing arguments. Arbitrator Morril shall determine if such arguments are to be held in-person, by video, or at all;

9. Arbitrator Morril may request live testimony from any witness if Arbitrator Morril deems it necessary to do so;

10. In reviewing the Submissions, Arbitrator Morril may weigh the evidence submitted in the Submissions and make findings of fact and conclusions of law as if such evidence and argument were presented at a final hearing;

11. After reviewing the written and oral submissions, Arbitrator Morril shall issue either a partial award on liability and/or request additional written submissions on specific issues, and thereafter issue a partial award on liability;

12. Following the issuance of a partial award on liability, the parties, if necessary in light of such award, shall meet and confer to discuss whether the Reserved Issues can be resolved pursuant to a similar procedure as delineated herein; and

13. The deadlines reflected in item Nos. 8 through 12, inclusive, of Procedural Order No. 7 entered on or about September 14, 2022, are hereby suspended.

Dated: December 1, 2022

MCDERMOTT WILL & EMERY LLP

By: /s/ David K. Momborquette
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Dated: December 1, 2022

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